

REMARKS

Claims 1-12 were pending at the time of the Office Action dated July 9, 2008. In this Amendment, claims 1, 7 and 11 have been amended to clarify an aspect of the invention. Support is found in, for example, Claims 1-12 are currently pending for examination, of which claims 1, 7, 8 and 11 are independent. Care has been exercised not to introduce new matter.

REJECTION OF CLAIMS UNDER 35 U.S.C. §103

Claims 1-12 were rejected under 35 U.S.C 103(a) as being unpatentable over the publication by Frank S. Yuan (Publication No. US 2002/0038277, hereinafter “Yuan”) in view of Cole et al. (Publication No. US 2002/0161707, “Cole”). The rejection is respectfully traversed for the following reasons.

Amended claims 1 and 11, in pertinent part, recite “at least two portions of the price of the goods are paid by the at least two payment means.” As disclosed in paragraphs [0042]-[0050] of the application-as-published, one example of what is recited in claims 1 and 11, the user selects at least two payment means for a partial payment (a portion of goods price) and transmits the selection information. The portion of goods price are paid by the at least payment means according to the selection information.

The proposed combination of Yuan and Cole fails to disclose the limitations of claims 1 and 11 regarding “at least two portions of the price of the goods are paid by the at least two payment means.”

Yuan’s buyer pays some portion of original payment, which is disputed or agreed upon between the buyer and seller. (See paragraphs [112] and [117]) Yuan’s buyer pays back a portion of items’ price reflecting remainder due, i.e. payment for the items not returned, when

the buyer and the seller agreed to pay back the portion of items' price. Yuan's buyer, however, does not pay back multiple portions or any portion of the original payment with multiple payment means such as credit card A and credit card B. In contrast, amended claims 1 and 11 require "at least two portions of the price of the goods" to be "paid by the at least two payment means." In addition, Cole, which was cited for "transmitting payment means information," fails to cure the deficiencies of Yuan.

Accordingly, as each and every limitation must be disclosed or suggested by the cited prior art references in order to establish a *prima facie* case of obviousness (*see*, M.P.E.P. § 2143.03) and for at least the foregoing reasons the proposed combination of Yuan and Cole fails to do so, it is respectfully submitted that claims 1 and 11 and claims dependent thereupon are patentable over the combination of Yuan and Cole.

Amended claim 7, in pertinent part, recites "receiving purchase cancellation information from the user, in which cancellation of a portion of price of said goods is requested," and "calculating a refund based on said information on the purchase particulars, the refund corresponding to the cancelled portion of price of said goods." As disclosed in paragraphs [0079]-[0081] of the application-as-published, one example of what is recited in claim 7, in case that a payment is performed using a plurality of payment means, payment means to perform payment cancellation is selected and partial payment cancellation can be selectively performed with respect to the selected payment means, based on an amount of money for each payment means.

While the Examiner relied on Yuan to teach "receiving purchase cancellation information from the user," "calculating a refund," and "performing partial payment cancellation," Yuan is silent on "receiving purchase cancellation information from the user," "calculating a refund," and

“performing partial payment cancellation.” Yuan, as a measure of fraud-avoidance protection for seller, allows the seller to receive a portion of a payment for a disputed auctioned item from buyer. (See paragraphs [0112], [0118] and [0133]) Cole, however, discloses that when the buyer requests full refund, the deal is cancelled after the receipt of funds and the buyer is given a full refund or the amount of buyer’s payment – payment charges. (See paragraphs [0168]-[0170]) In contrast, amended claim 7 requires “cancellation of a portion of the price of said goods” to be “requested from the user,” and “the refund” to “correspond[ing] to the cancelled portion of the price of said goods.”

Accordingly, as each and every limitation must be disclosed or suggested by the cited prior art references in order to establish a *prima facie* case of obviousness (*see*, M.P.E.P. § 2143.03) and for at least the foregoing reasons the proposed combination of Yuan and Cole fails to do so, it is respectfully submitted that claim 7 and claims dependent thereupon are patentable over the combination of Yuan and Cole.

Conclusion

Upon entry of the above claim amendments, claims 1-12 remain active in this application. Applicant submits that all of the claims are in condition for allowance. Accordingly, this case should now be ready to pass to issue; and Applicant respectfully requests a prompt favorable reconsideration of this matter.

Application No.: 10/576,339

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

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WDC99 1632747-1.075820.0013